BILL NO. S-84-04-11

SPECIAL ORDINANCE NO. S- 43-84

AN ORDINANCE approving Contract 84-W-2, Division II - Northwest Pump Station, Cook Road Industrial Park Waterworks Improvement, by and between the City of Fort Wayne, Indiana and Indiana Construction Corporation, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Contract 84-W-2, Division II - Northwest Pump Station, Cook Road Industrial Park Waterworks Improvement, by and between the City of Fort Wayne, Indiana and Indiana Construction Corporation, in connection with the Board of Public Works, for:

High Service and Booster Pump Station including Yard Piping, Site Work and Fencing;

involving a total cost of Five Hundred Twenty-Four Thousand Two Hundred and No/100 Dollars ($524,200.00), all as more particularly set forth in said Contract, and which is on file with the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 4-10-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 4-24-84

Nadine Eshoff
~~SANDRA E. KENNEDY, CITY CLERK~~
Chief Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-43-84

on the 24th day of April, 19 84,

ATTEST:

Nadine Eshoff
~~SANDRA E. KENNEDY, CITY CLERK~~
Chief Deputy

(SEAL)

Barbara Estorff
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of April, 19 84, at the hour of 11:30 o'clock A.M.,E.S.T.

Nadine Eshoff
~~SANDRA E. KENNEDY, CITY CLERK~~
Chief Deputy

Approved and signed by me this 26th day of April, 19 84, at the hour of 2 o'clock P.M.,E.S.T.

Win Moses Jr.
WIN MOSES, JR., MAYOR

CONTRACT 84-W-2

CONTRACTORS:	BOWEN ENGINEERING CORP. Box 40729 Indianapolis, IN 46240	INDIANA CONSTRUCTION CORP. 4625 Industrial Road Fort Wayne, IN 46825
SUBMISSION REQUIREMENTS:		
NON-COLLUSION	X	X
FORM 96-A	X	X
EEO FORMS	X	X
MBE GOAL	3%	15%
CERT. CLEAN AIR ACT	X	X
BID BOND	X	X
DIVISION II - BOOSTER STATION, YARD PIPING & SITE WORK		
1. Complete excavation and foundations for pump station	$ 40,000.00	$ 23,000.00
2. Furnish and erect masonry building complete with coatings & accessories	52,000.00	52,000.00
3. Furnish and install four pumping units	78,000.00	168,000.00
4. Furnish & install all mechanical piping, valves and fittings	106,000.00	127,000.00
5. Furnish & install exterior yard piping, complete including valves and vaults	112,000.00	95,000.00
6. Complete misc. yard work including road, parking lot & site restoration	12,000.00	11,200.00
7. Furnish & install 8-foot high security fence and appurtenances	10,000.00	9,000.00
8. Furnish & install all project electrical controls, panels & telemetry, complete	113,000.00	39,000.00
DIVISION II TOTAL	$523,000.00	$524,200.00
ENGINEER'S ESTIMATE, DIV. II- $465,000		

DIV. 2

THE ROBT. HENRY COR 404 S. Frances St. South Bend, IN 4662	INDUSTRIAL PIPING & ENG. CORP. 2215 Meyer Road Fort Wayne, IN 46803	SHAMBAUGH & SON, INC. 137 Chambeau Road Fort Wayne, IN 46801	JOHN DEHNER, INC. P. O. Box 11346 Fort Wayne, IN 46857
X	X	X	X
X	X	X	X
X	X	X	X
6.9%	NOT FURNISHED	2%	NOT FURNISHED
X	X	X	X
X	X	X	X
$ 55,000.00	$ 40,617.00	$ 35,000.00	$ 23,500.00
96,000.00	50,400.00	63,000.00	82,000.00
89,000.00	64,571.00	60,000.00	111,919.66
75,000.00	118,964.00	140,000.00	82,234.00
104,000.00	110,788.00	119,430.00	141,073.75
11,000.00	27,573.00	20,000.00	20,400.00
12,000.00	7,815.00	6,000.00	9,075.00
125,000.00	152,521.00	136,000.00	128,600.00
$567,000.00	$573,249.00	$579,430.00	$598,802.41

CONTRACT 84-W-2

THIS AGREEMENT is dated as of the 6 TH day of April in the year 1984, by and between the CITY OF FORT WAYNE, INDIANA, by its Board of Public Works & Safety (hereinafter called OWNER), and INDIANA CONSTRUCTION CORPORATION, Fort Wayne, Indiana, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK
CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: WATERWORKS IMPROVEMENTS.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

DIVISION II- NORTHWEST PUMPING STATION, CONTRACT 84-W-2

ARTICLE 2. ENGINEER
The Project has been designed by Bonar & Associates, Inc., 616 South Harrison Street, Fort Wayne, Indiana 46802, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME
3.1 The Work will be substantially completed within One Hundred Eighty (180) Days after the date when the Contract Time commences to run as provided in Paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within Two Hundred Ten (210) days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER, Fifty Dollars ($50.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete.

ARTICLE 4. CONTRACT PRICE
4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: Five Hundred Twenty-Four Thousand, Two Hundred Dollars ($524,200.00).

ARTICLE 5. PAYMENT PROCEDURES
CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided below. All progress payments will be on the basis of the Work, measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions.

5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to:

95% of the Work completed, and
95% of materials and equipment not incorporated in the Work but delivered and suitable stored, less in each case, the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Pargraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

ARTICLE 6. INTEREST
All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS
In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional

examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

8.1 This Agreement (pages 1 to 4, inclusive)
8.2 Project Manual
8.3 Performance Bonds and Certificates of Insurance
8.4 Notice of Award
8.5 General Conditions (pages GC/1 to GC/49 inclusive)
8.6 Supplementary Conditions (pages SC/1 to SC/28 inclusive)
8.7 EDA Supplemental General Conditions (Pages 1-38, inclusive)
8.8 Specifications bearing the title, "Waterworks Improvements, EDA Grant No. 06-01-01959" and consisting of two divisions, as listed in table of contents thereof.
8.9 Drawings, consisting of a cover sheet and sheets numbered 1 thru 12 inclusive with each sheet bearing the following general title: "Division II - Northwest Pump Station, Contract 84-W-2".
8.10 CONTRACTOR'S Bid, Pages 1-7 inclusive, marked Exhibit A.
8.11 Addenda Number 1, inclusive.
8.12 Any Modification, including change orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors,

assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

THIS AGREEMENT will be effective on April 6, 19 84.

OWNER
CITY OF FORT WAYNE, INDIANA

David Kinnaird

Betty R. Collins

ITS BOARD OF PUBLIC WORKS & SAFETY

ATTEST:
Helen V. Gackenour

CITY OF FORT WAYNE, INDIANA

BY: _____
WIN MOSES, JR., MAYOR

APPROVED AS TO FORM AND LEGALITY

R. J. Snouffer
ASSOCIATE CITY ATTORNEY

CONTRACTOR
INDIANA CONSTRUCTION CORPORATION

By Bob F. Jesse
Bob F. Jesse, President

(CORPORATE SEAL)

ATTEST:
Virginia E. Miller

ADDRESS FOR GIVING NOTICES:

P. O. Box 10147

Fort Wayne, IN 46850

License No. 1358

Agent for service of process:
Richard C. Weisman

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS,

That we Indiana Construction Corp., P.O. Box 10147, Fort Wayne, Indiana 46850

(hereinafter called the Principal), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation (hereinafter called the Surety), are held and firmly bound unto Board of Public Works, City of Fort Wayne, City-County Building, 1 Main Street, Fort Wayne, Indiana 46801

(hereinafter called the Obligee), in the full and just sum of Five Hundred Twenty Four Thousand Two Hundred Dollars and no cents ---------- ($524,200.00) dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The said Principal has executed and entered into a certain contract with the said Obligee dated 1984

Eda Grant No 06-01-01959 (Division II- Northwest Pump Station, Contract # 84-W-2, Fort Wayne, Indiana.

in said contract described; which contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall well and truly perform and fulfill all and every the covenants, conditions, stipulations and agreements in said contract mentioned to be performed and fulfilled, and shall keep the said Obligee harmless and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of every description incurred in suits or otherwise against the said Obligee, growing out of or incurred in, the prosecution of said work according to the terms of the said contract, and shall repay to the said Obligee all sums of money which the said Obligee may pay to other persons on account of work and labor done or materials furnished on or for said contract, and if the said Principal shall pay to the said Obligee all damages or forfeitures which may be sustained by reason of the non-performance or mal-performance on the part of the said Principal of any of the covenants, conditions, stipulations and agreements of said contract, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IT IS, HOWEVER, MUTUALLY UNDERSTOOD BETWEEN THE PARTIES HERETO,
That in no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or other proceeding thereon that is instituted later than One Year from date on which final payment under contract falls due.

PROVIDED, HOWEVER, That in the event of any default on the part of said Principal in the performance of any of the terms, covenants or conditions of said contract, or in the event of any claim, demand, judgment, lien, cost or fee being obtained or made against the said Obligee, for or on account of the prosecution of the work as aforesaid, written notice thereof, with a statement of the principal facts showing such claim, demand, judgment, lien, cost or fee and the date thereof, shall within thirty days after the same shall have come to the notice of the said Obligee, be given to UNITED STATES FIDELITY AND GUARANTY COMPANY, at its office in the City of Baltimore, Maryland.

PROVIDED, FURTHER, That the Surety shall not be obligated to furnish any bond or obligation other than the one executed.

Signed, sealed and delivered April 6, 1984 (Date)

Witness as to Indiana Construction Corp.

Principal Bob F. Jesse (Seal)

Bob F. Jesse President

UNITED STATES FIDELITY AND GUARANTY COMPANY

Duane E. Lupke

Duane E. Lupke Attorney-in-Fact

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Lupke-Rice Associates
P. O. Box 11309
Fort Wayne, IN 46857

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A — INA Insurance Company
COMPANY LETTER B — Monroe Guaranty
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

NAME AND ADDRESS OF INSURED

Indiana Construction Corp.
4625 Industrial Road
P. O. Box 10147
Fort Wayne, IN 46850

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY [X] COMPREHENSIVE FORM [X] PREMISES—OPERATIONS [X] EXPLOSION AND COLLAPSE HAZARD [X] UNDERGROUND HAZARD [X] PRODUCTS/COMPLETED OPERATIONS HAZARD [X] CONTRACTUAL INSURANCE [X] BROAD FORM PROPERTY DAMAGE [X] INDEPENDENT CONTRACTORS [X] PERSONAL INJURY	GO 1534907	1/1/85	BODILY INJURY	$500	500
				PROPERTY DAMAGE	$100	100
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$ 500
A	AUTOMOBILE LIABILITY [X] COMPREHENSIVE FORM [X] OWNED [X] HIRED [X] NON-OWNED	CAL 685822	1/1/85	BODILY INJURY (EACH PERSON)	$	
				BODILY INJURY (EACH ACCIDENT)	$	
				PROPERTY DAMAGE	$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 500	
B	EXCESS LIABILITY [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	CU 303160	1/1/85	BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 5,000	$ 5,000
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	C 22457573	1/1/85	STATUTORY		
					$ 100	(EACH ACCIDEN
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

All Operation of the Insured

Job: Waterworks Improvements: Ed a Grant No 06-01-01959 (Division II - Northwest Pump Static
Contract # 84-W-2, Fort Wayne, Indiana

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Board of Public Works
City of Fort Wayne
City-County Building
1 Main Street
Fort Wayne, Indiana 46801

DATE ISSUED: April 6, 1984

Duane E. Lupke

AUTHORIZED REPRESENTATIVE

Duane E. Lupke, President

ACORD 25 (1-79)

LUPKE RICE ASSOCIATES

BINDER

500 Commerce Building • 127 West Berry Street • P.O. Box 10718 • Fort Wayne, Indiana 46853 • (219) 424-4150

Board of Public Works, City of Fort Wayne,
City-County Building
1 Main Street
Fort Wayne, Indiana 46801 (Owner)
Indiana Construction Corp. (Contractor)
Fort Wayne, Indiana and all their Sub-Contractors ATIMA

Pending the issuance of a policy, and in consideration of the stipulations below, the companies listed are bound from 12:01 AM Standard Time April 6, 1984 to 12:01 AM Standard Time Until Policy Issuance at the address shown above.

Type of Insurance	Limits of Liability	Company
"All Risk" Builders Risk Coverage for the Ed a Grant No 06-01-01959 (Division II- Northwest Pump Station, Contract #84-W-2, Fort Wayne, Indiana	$ 524,200.00	Indiana Insurance Company

Builders Risk includes:

$50,000 Off Premises & Transit
Coverage - Full Flood and Earthquake

Subject to a $250.00 Deductible

This Company binds the kind(s) of insurance stipulated above. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Date: April 6, 1984

Lupke-Rice Associates

Agent Duane E. Lupke

BILL NO. S-84-04-11

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE approving Contract 84-W-2, Division II - Northwest Pump Station, Cook Road Industrial Park Waterworks Improvement, by and between the City of Fort Wayne, Indiana and Indiana Construction Corporation, in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GiaQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 4-24-84
SANDRA E. KENNEDY, CITY CLERK

6672 Admn. Appr.

TITLE OF ORDINANCE Contract 84-W-2, Division II - Northwest Pump Station, Cook Road Industrial Park Waterworks Improvement

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-84-04-11

SYNOPSIS OF ORDINANCE Contract 84-W-2, Division II - Northwest Pump Station, Cook Road Industrial Park Waterworks Improvement, is for High Service and Booster Pump Station including Yard Piping, Site Work and Fencing. Indiana Construction Corporation is the Contractor.

EFFECT OF PASSAGE Waterworks Improvement

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $524,200.00

ASSIGNED TO COMMITTEE